

**CONTRACT EMPLOYING SUPERINTENDENT**  
**Christian County Public Schools**  
**Hopkinsville, Kentucky**

This contractual agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Christian County Board of Education ("Board")**, and **Christopher Bentzel ("Superintendent")**, as authorized by action taken at the lawful meeting of the Board on March 28, 2020.

**WITNESSETH:**

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree as follows:

**I. TERM OF EMPLOYMENT**

The Superintendent is hereby hired and retained for a term commencing on July 1, 2020, through June 30, 2024, as Superintendent of Schools for the Christian County Public Schools in Christian County, Kentucky.

**II. DUTIES**

The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be assigned to the Superintendent by the Board.

### **III. OUTSIDE ACTIVITIES**

The Superintendent shall devote his time, attention, and energy to the business of the school district.

The Superintendent and Board recognize the advisability and on occasions the necessity of the Superintendent to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the District shall permit a reasonable amount of time for the Superintendent to attend such meetings, for the Board to pay for necessary fees and travel and subsistence expenses as may be approved by the Board or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Christian County Public Schools. The Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the Superintendent elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the 240 required working days and the Board shall not pay the Superintendent's expenses involved with such functions.

#### **IV. COMPENSATION**

The Superintendent shall be paid a salary by the Board in the amount of One Hundred Forty-Five Thousand and No/100 (\$145,000.00) per school year. The salary shall be paid in monthly installments on the same dates as administrators who work twelve (12) months are paid. Beginning with the 2021-2022 school year, the salary shall be increased annually by the same percentage of increase received by other certified employees.

The Board, based upon its evaluation of the Superintendent, may adjust the salary of the Superintendent during the term of this agreement, provided that in no event shall the Superintendent be paid less than the salary specified above. Any such adjustment of salary made during the term of this agreement other than the annual adjustments commensurate with the other certified employees in the district shall be in the form of an amendment to this agreement. Any said adjustment shall become part of this agreement, but it shall not be deemed that the Board and Superintendent have entered into a new agreement, nor shall it be deemed that the termination date of the existing agreement has been extended.

Although the Superintendent's salary may be increased at the discretion of the Board, nevertheless, this provision shall not be construed as an expectation by the Superintendent that any such increase will occur. The Board shall, at least on an annual basis, conduct an evaluation of the Superintendent.

## **V. WORKING DAYS AND BENEFITS**

**A. Working Days.** It is understood and agreed that each school year, from July 1 through June 30 during the term of this agreement, shall consist of 240 working days and “days not worked”. (See Section B below). If the Superintendent elects to be away from the job for five (5) or more workdays consecutively (exclusive of weekends and holidays), this shall be subject to Board approval. Days not worked by the Superintendent shall be noted in the minutes of the next regularly scheduled Board meeting after said days are taken.

**B. Vacation.** The Superintendent shall be entitled to the same number of “days not worked” as allowed to other 240-day employees of the district.

**C. Leaves.** The Superintendent shall accrue all leave days as authorized by the Board for certified employees.

**D. Health Insurance.** The Board shall provide for a family plan for health insurance. If the Superintendent elects not to enroll in a family plan, the Superintendent will not be paid the difference between the cost of a family plan and the cost of the plan elected.

**E. Expenses.** The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this agreement, as determined by the Board and according to Board policy. The Superintendent shall not be reimbursed for mileage as the Board will be providing an automobile pursuant to the terms hereinbelow.

The Board shall provide the Superintendent with an automobile to be chosen by the Board. The Board shall not be obligated hereunder to purchase an additional or replacement automobile during the term of this agreement. There will be no mileage limit on the Superintendent's use of the automobile, and he may use it to travel for purely personal purposes within Christian County. However, the Superintendent should not use the provided automobile to travel to destinations outside of Christian County on purely personal business, unless exigent circumstances exist which justify said use. The Superintendent may use the provided automobile to travel to destinations outside of Christian County on school district business (including meetings of organizations such as KSBA), provided that the Superintendent is expected to fly to such destinations if flying is a reasonably convenient alternative, e.g., NSBA conventions.

The Board will provide the Superintendent with gasoline for the district provided automobile so long as its use is consistent with the guidelines set out herein. The Superintendent shall use gasoline from the bus garage to the extent practicable. The Superintendent will be reimbursed for the actual cost of gasoline for purchases made outside of the district.

**F. Professional and Civic Dues.** The Board recognizes the mutual benefits derived by the Superintendent and the Board of the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one (1) civic club of the

Superintendent's choice. The Board may also pay other professional and civic dues authorized by the Board.

The Board will pay for the Superintendent's attendance at the annual Winter Meeting of the Kentucky School Boards Association (KSBA). The Board will also pay for the Superintendent's attendance at the national convention of either the National School Boards Association (NSBA) or the American Association of School Administrators (AASA).

**G. Retirement Benefits.** The Superintendent shall have the same retirement benefits as provided certified employees under the Kentucky Teachers' Retirement System and as provided in Board policy. The money paid by the Board to the Kentucky Teachers' Retirement System in connection with the employment of the Superintendent shall be withheld from the Superintendent's salary. The Board shall have no obligation to, and shall not, reimburse the Superintendent for such withholding.

**H. Cellular Telephone.** The Board shall pay for and provide the Superintendent with a cellular telephone to be used by the Superintendent in the performance of his official duties.

## **VI. TERMINATION OF EMPLOYMENT AGREEMENT**

This agreement may be terminated as per the Board's policy and for any of the following reasons:

- A. By expiration of its term;
- B. Mutual agreement of the parties; or

C. Discharge for cause.

If this contract is terminated, the termination of this contract shall not prejudice or prevent the Superintendent from being employed as an administrator in the district. The Board believes that the Superintendent has served as a valuable asset to the district and that the district would benefit from Superintendent's continued employment as an administrator after termination of this agreement, unless such termination of this agreement is for cause involving insubordination, illegality, dishonesty, or other wrongful act.

#### **VII. BOARD POLICY**

The Superintendent's duties and obligations are covered by Board policy, unless otherwise specifically modified hereinabove.

All benefits of the Superintendent are specifically enumerated in this agreement and override any general policy which might be in existence for other employees.

#### **VIII. SAVINGS CLAUSE**

If, during the term of this agreement, it is found that a specific clause of the agreement is illegal under federal or state law, the remainder of the agreement not affected by such a ruling shall remain in full force and effect.

#### **IX. MISCELLANEOUS**

This agreement has been executed in Kentucky and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

Venue for enforcement or interpretation of any aspect of this agreement shall be Christian County, Kentucky.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this agreement, the text shall control.

This agreement shall be executed in duplicate originals.

This agreement contains all the terms agreed upon by the parties with respect to the subject matter of this agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY WHEREOF, the Board and Superintendent have caused this agreement to be executed in their respective names, and in the case of the Board, by its Chairperson, on the day and year first above written.

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Linda Keller, Chairperson  
Christian County Board of Education

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Christopher Bentzel



[illegible]

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me by  
Linda Keller, Chairperson, for and on behalf of the Christian County Board of  
Education, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires: \_\_\_\_\_.

Notary Public

COMMONWEALTH OF KENTUCKY )  
 ) SCT.  
COUNTY OF CHRISTIAN )

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED before me by  
Christopher Bentzel, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires: \_\_\_\_\_

Notary Public